

1882-020 Chancery Cause: Archelaus H. Fulkerson, trst vs. John W. S. Morison &
Lee Co.

Tyler, Fields, Martin, Morgan, Saul

CA-Debt
T-Property

To the Honorable Samuel V. Fulkerson, Judge of the Circuit Court of Lee County, the bill of complaint of Archelaus H. Fulkerson, of said County, who is trustee for John F. Tyler, respectfully represents:

That at the ^{Quarterly} term of the County Court of said County held in the month of March 1859, your orator, as trustee as aforesaid, obtained a judgment in an action of debt in said Court against Stephen S. Crockett and John W. S. Morison, for the sum of One thousand dollars, with interest ~~as aforesaid~~ from the 19th day of January 1858 till paid, and the costs of suit, amounting to \$7.11 - subject to a credit for \$60.00 paid 18th January 1859; a copy of which judgment is filed herewith as part of this bill, marked (A.). The said Crockett, about the latter part of January or early in February 1859, conveyed by a deed of trust all of his estate as your orator is informed & believes, both real and personal, to a trustee for the benefit of Daniel S. Dickinson, of whom he had recently purchased land to a considerable amount, in order to secure the purchase money - so that his property is held from your orator by the prior lien of that trust deed. The principal of the debt thus secured to said Dickinson is \$2750.00; and it is believed, that the property so conveyed will scarcely, if at all, be sufficient to discharge that debt - the land embraced in that deed being nearly the whole fund to be relied on, as the personalty is very small. The obligation on which the said judgment was obtained is a joint & several one, under the seals of the said Crockett & Morison, & your orator can expect to make said debt only from ^{said John W. S. Morison}

The aforesaid March term of the County Court of Lee commenced on Monday the 21st day of that month. On the 23rd day of the said month, and during the said term, which closed on the 25th day of the month, the said John W. S. Morison, and Samuel P. Morison as trustee, acknowledged before the Clerk of said Court in his office, and lodged with him for record, a deed of trust dated on the 22nd March 1859, which embraces & conveys to said trustee all his property of every

* and many other judgments, to an amount your orator cannot state, but believed to be large, have been obtained against said Morison prior to said March term, and have been consequently previously paid by him, or your orator — he has no means of ascertaining what amount of their judgments remain unpaid, but he apprehends the amount is considerable.

kind, and all his effects and assets, including debts due to him by note or account, settled or unsettled, executions, Sheriff's & Constable's receipts, fees of his late Office of Clerk, &c., for the purpose of securing to certain preferred creditors therein enumerated the debts recited to be due to them; and after the payment of them, the surplus, if any, "is to be applied to the payment of any other just debts due from said Morison to other creditors, if any." A copy of said deed of trust, with the certificate of said Clerk annexed thereto of its acknowledgment, is herewith filed as part of this bill marked (B). It is seen by said deed, that said John W. S. Morison owns several lots of land in the town of Jonesville & near it, and a tract of land of about 60 acres in Scott County. Of his personal assets, far the most important is the debt mentioned in said deed of \$8,000.00 due to him from Joshua M. Fields, for a parcel of negroes (all he had) lately sold by him to said Fields. Of his other debts your orator knows nothing, & they are believed to be small, and scattered about over the country, so as to make it very difficult ^{if not impracticable} for your orator to ascertain them, as he has no access to said Morison's books & papers, & no means of finding them out. The said Fields has gone off to some of the Southern States with said negroes to sell them there, & is expected soon to return, with the proceeds of their sale. ~~Immediately~~ Very soon after the close of the said term of the County Court of Lee, your orator sued out an execution upon the said judgments, which was placed on the afternoon of the 25th day of March 1859 in the hands of one of the deputy Sheriffs of Lee County.

It appears, from what your orator has stated, that he has a judgment lien upon the said Morison's aforesaid real estate, as his said judgment relates back to the first day of said March term, and overreaches the said deed of trust. But sundry other creditors who also obtained judgments against said Morison at the same time with your orator, will have the right to come in with him & share the said real property pro rata; ^{*} and your orator apprehends, that the real property aforesaid will not sell for enough to pay all

obtained at said March term
said judgments. Of these ~~last mentioned~~ judgments, a list is herewith filed as part of this bill, marked (C.), made by the Clerk; and your orator states, that the said real property will not, by its annual rents, be sufficient to discharge those judgments.

It is obvious, from the facts stated, that your orator has no lien, by his fieli facias, upon the said Morison's personality; nor, could that process be levied, in all probability, on the funds ^{which may be} in said Fields's hands, when he shall return.

But your orator alleges, that the said deed ought to be annulled & declared void, because he is informed & believes that it was executed with the intent to delay, hinder, and defraud, your orator in the collection of his said debt; and that such intent was distinctly ^{by said John W. S. Morison} declared, about the time of, or very soon after, its acknowledgment.

The amount of neither the debts intended to be secured by the said trust deed, or of the debts & other effects of said Morison, can be ascertained from the deed — the amount of sundry of the claims intended to be secured thereby is not stated, and the amount or value of the assets is not given; but your orator believes, that if the effects embraced in said deed shall be applied to the preferred debts therein mentioned, they will be exhausted, so as to leave no residuum for him — and he is not one of the preferred creditors. Indeed, your orator alleges, that the ^{diminishing the application of the residuum to the other just debts he might owe, if any,} clause of said deed above quoted, was not intended to embarrass him, and seems to be carefully expressed in such language as to exclude debts he might owe as security; and for the debt for which said judgment was rendered he was the security & co-obligor of said Crockett.

The said trust deed covers so much of the debt of \$8,000.00 due from Fields as will remain after paying to Benjamin D. Martin the sum which had before been transferred to him out of that fund; your orator is informed, & so states, that the sum so transferred to Martin is \$3,000.00, which will be paid him by Fields immediately on his return, & that the amount necessary to refund to said Martin what he has

advanced & to secure him for his other liabilities will not be more than about \$2400.-; so that there will be about the sum of \$600.- remaining in his hands.

Your orator therefore charges, that said trust deed was executed by the said John W. S. Morison with intent to delay, hinder, & defraud your orator in the collection of the said judgment; and that the said deed does delay and hinder such collection ^{fraudulently} by obstructing the operation of his aforesaid execution of fieri facias.

As your orator has no adequate remedy in the premises at law, & can properly obtain relief only in a Court of Equity, his prayer is, that the said John W. S. Morison, Samuel P. Morison Trustee as aforesaid, Joshua M. Fields, & Benjamin B. Martin, be made parties defendants to this bill, and be required to answer its several allegations truly on oath as specially as if the same were put to them distinctly in the form of separate interrogatories; that the said deed of trust of the 22nd day of March 1859 be annulled and made void; that in the mean time, until the final action of the Court in the premises, the said trustee ~~be~~ and the said Fields & Martin be enjoined from so disposing of, or paying away to said John W. S. Morison or others not having a lien prior to your orator, any funds or assets in the said deed mentioned, or which are now or may be in their hands, belonging to said John W. S. Morison, as to defeat your orator in the collection of his said judgment; & that said John W. S. Morison be also so restrained ^{judgment}; that upon a final hearing of the cause your orator's said judgment be decreed to be paid out of said ~~trust~~ funds in the deed of trust mentioned; that said Fields & Martin parties = lastly, to that end, be required to retain in their hands such sum of money as may be sufficient to discharge said judgment, ^{the} ~~the~~ your honor's future order in the premises; ^{that the said real property, if hereafter necessary, be decreed to be sold for said} and that such other and general relief be extended to him as may consist with equity & his case may require. May it please your honor to grant the Com^{ts}' writ of Sham, &c.

John Foy, for complt.

Virginia, Lee County, to wit: This day Archibald H. Fulkerson personally appeared before the undersigned, a Justice of the Peace in & for said County, and made oath, that the facts stated in the foregoing bill are true, to the best of his knowledge & belief. Given under my hand this 26th day of March 1859.

William Marshall J.P.

A. H. Fulkerson, Sr.

vs. } Bill in Chanc
}

John W. S. Moore

1867. April - Continued

Sept. Continued

1868. April - Continued

Sept. Continued

1869. April Continued

" Sept. Continued

1870. May Decree & Continued

" Oct. Decree & Continued

1871. May & Oct. Continued

1872. May. Two Decrees & Conts.

1872. Oct. Decree & Conts, 23rd to 10th

1873. May Decree & Conts. 10th to 10th

" Aug. Decree, 100 ord Cont.

1874. 100 ord Cont, Aug. ord Conts.

" 100 Decree & Conts.

1875. 100 Conts, Aug. Conts. 100 Conts.

1876. 100 Conts, Aug. Decree.

" 100 Conts.

1882. Aug. Stricken off.

(End 170)

24. 14. 2. 46

20. 51. 2

Lat. 36. 10. 07
Long. 96. 57. 47
1874

1866. Sept continued

6th 177

(I.)

A. H. Fulkerson, Trustee &c.

vs. } Bill in Chancery.
John W. S. Morison & al.

Injunction granted
to restrain the deft. Fields
from paying over or other-
wise disposing of the sum
of \$1300. a part of the \$5000.
debt in the bill mentioned,
and to restrain the deft.
Martin from paying ~~over~~
over or otherwise disposing
of the sum of \$600 a part
of the \$3000 in the bill men-
tioned, and to restrain the
def't. S. P. Morison from pay-
ing over or otherwise dispos-
ing of ^{so much} of the proceeds of the
debts & claims in the deed
of trust in the bill mentioned
as will be sufficient to pay
the Compt's judgement, in-
terest & costs in the bill
mentioned, until the further

order of Court.

But This order is not to
take effect, until bond
with good security is execu-
ted in the penalty of
\$2000. with conditions to
pay all costs and damage
which may be awarded
against Compt. for obtain-
ing this injunction.

Sam'l. V. Fulkerson
29 March 1859

Job. Cir. C. Lee Co.

May Rules Bill filed

Fields Answer filed May

Rules answer of S. P. Morison

filed July Wm. Morison

answer filed

1863 May Continued

1866 April term Continued.

See page

To the Honorable Samuel V. Hukuson Judge
of the Circuit Court of Lee County Virginia, the
answer of John W. S. Morrison to a bill of injunction
filed in this Honorable Court against him & others
by Archibald H. Hukuson trustee of John H. Kyle

This Respondent saving and reserving to himself
the benefit of all just and proper exceptions to
said bill for answer thereto doth say, That it is
true as stated in said bill, viz., on the day and
in the year in the bill mentioned acknowledge
and lodge with the clerk of the County Court of
said County a deed of trust in which Samuel
P. Morrison is trustee, This deed also conveys the
property recited in the bill for the purpose of securing
the payment of the debts mentioned in the deed, and
whenever should then remain of the trust fund
to be applied to such other just debts as might be
due by Respondent, and in making this discrimination
Respondent does not think that he has violated any
rule of law or even that of good faith, but
simply exercised a privilege which the law & justice.
In regard to the judgment claimed to have been
obtained by Complainant at the last March term
of the County Court of said County against Stephen
W. S. Crockett and Respondent as his security for
the sum of \$1000~ with interest thereon from the
19th day of January 1858 & \$7.11 the costs of suit
subject to a credit of \$60~ paid 18th January 1859

This judgment Respondent is advised was not
legally obtained as to him because from the indorse-
ment ~~thereon~~ of the return of D. Poter D. S.
^{on the summons in the case} there was no service of process upon ^{him} such as is
required by law, and as judgment was obtained by default
advantage of the defect can be now properly taken,
The service of the summons is defective in these

particulars. Because the service was on the wife of
Resp't without showing that Respondent was absent
from home. The service does not show that Respondent's
wife was over the age of 16 years, nor that she
was a member of the family, neither is there any
date as to the time of the service. Besides
if it should be deemed material to the validity of
of this judgment Respondent alleges that the orders
of the last day of the quarterly term of said County
Court held in the month of March 1859, were
not signed by the presiding Justice of the Court within
the time prescribed by law, inasmuch as Respondent
is informed and believes they were not signed for
some 15 days after the expiration of the term.
But in addition to these facts Respondent believes
that he ought not to be held bound for the payment
of the note or bond on which said judgment was
obtained for the following reasons:- that at the
time he signed said note or bond as the security of the
said ^{Crockett} ~~xxxx~~ he did so, with the express understanding
in the presence of complainant, that Chas. Daugherty
and some other responsible person should also
sign said note or bond as the co-securities of
with Resp't of said Crockett. And after Resp't
signed the bond ~~xxx~~ to ~~xxxx~~ Crockett with the express
understanding as aforesaid he handed it over to
said Crockett for the purpose of procuring the
signatures of the co-securities above referred to.
But it appears that the co-securities were never
obtained and yet complainant seeks to hold
Respondent bound for its payment although the
condition of Respondent's signing said bond was
fully known to him. If Respondent makes these
facts to appear as he expects to do, he shall
expect your Honor to perpetually enjoin said

judgment being obtained on a bond for the payment
of which he is not legally bound. Again the judgment
mentioned in complainant's bill and the one a copy
of which is filed & made an exhibit seem not to
be the same, inasmuch as the judgment in the
bill mentioned bears interest from the 19th day of
January in the year 1858 and the judgment exhibit
(A) bears interest from the 8th of January 1858.
Complainant therefore makes no exhibit of any judgment
such as is claimed in his bill. It will also be
seen by your Honor that complainant has made no effort
to collect said judgment of said Crockett. Although
your Orator is informed and believes that said Crockett
owns personal estate of considerable value aside from
that which he has conveyed to ^{seem} Daniel D. Dickinson
in the trust also mentioned in the bill, and among
such estate Respondent would mention a lot of Hogs
some 200 in number also a lot of bacon &c.
And as the property so conveyed in trust by Crockett, is
for the purpose of securing the payment of the purchase
money of a tract of land purchased of said Dickinson
by said Crockett, complainant may then subject said tract
of land to the satisfaction of his judgment. But
complainant seems bent on harassing and oppressing
Respondent, and a short time before said injunction
was filed he was heard to say that Respondent
"was the man" whom he intended to make pay
said judgment bond. Here Respondent will admit
that sometime before he gave the trust also mentioned
in the bill, he said that there were certain debts
which he preferred to be paid to that of others
and that those so preferred were debts due from
himself, as he felt a heavier obligation to pay those
than security debts, ~~but~~ his effects should be
found inadequate to the payment of all claims against him.

And Respondent having now answered so much of
said bill as he is advised it is material for him
to answer prays that the ~~Respondent's~~ bill be dismissed
with costs & his said judgment be perpetually enjoined

Hagan for
Respt. J. W. S. Morrison,

State of Tennessee }
Memphis County } To wit. I James Baker a justice of the
peace for said county and State do

~~do hereby certify that John W. S. Morrison~~
do hereby certify that John W. S. Morrison
personally appeared before me in my court and made
oath that the facts stated in the foregoing answer
are true as he believes, given this 28th day of
April 1859

James Baker (seal) ~~Common~~
justice of the peace

State of Tennessee } I Mr. George
McCrinn County } Clerk of the
County Court of the County
and State of said do certify that
James Baker before whom the
above answer was sworn to was at
its date and now is an acting
justice of the peace within
and for said County duly elected
competent and qualified and his signature there to
is genuine

J. W. S. Morrison
A. H. Harkness
A. H. Harkness
A. H. Harkness

Given under my hand and seal of said
Court, this the 28th day of April 1859
Mr. George (Clerk)

State of Tennessee } I William McCarney
Memphis County } Chairman of the County
Court for Memphis County
State of Tennessee do hereby certify that
William George is and was at the time
of signing his name to the certificate in
which he certified that James Baker was
an acting Justice of the Peace was Clerk
of the County Court of Memphis County and
that ~~his~~ the certificate is in due form
This the 28 day of April 1859
Mr. McCarney Esq
Chairman of the County Court
of the County & State of said

To the Honorable Samuel D. Fulkerson Judge of the Circuit Court of Lee County Virginia the answer of Samuel P. Morison to a bill of injunction filed in this Honorable Court by A. H. Fulkerson trustee of John H. Kyle against this Respondent & others. This Respondent saving and reserving the benefit of all just and proper exceptions to said bill for answer thereto doth say, That as stated in said bill John W. S. Morison died on the day and year in said bill mentioned executed a deed of trust for the benefit of the creditors & preserve therein, in which trust deed this Respondent was made trustee and the same was lodged in the office and acknowledged according to law before the clerk of the County Court of Lee County on the day and in the year mentioned in said bill. Respondent ~~relates~~ states that of the property conveyed by said trust deed to him as trustee the note of \$8000 on Joshua M. Field near came into his possession, at the time that said trust deed was acknowledged. Charles H. Morison who had gone to the State of Mississippi had taken said note along with him and upon the return of him the said Charles H. to this County he met with the said John W. S. Morison in Knoxville in the State of Tennessee, to whom he delivered ~~in~~ said note and the said John W. S. as said Respondent is informed collected the amount due thereon off the said Joshua M. Field, so that no part of said note ever came into the hands of said Respondent except the sum of \$1106.92 which was given him to pay to Benjamin D. Martin on an order which he held on said Field and which sum he accordingly paid to the said Martin.

Said Respondent has collected of the debts & claims mentioned in said trust deed which came to his possession the sum of about \$56.00 And of this sum he has expended in the purchase of food for the horses &c. conveyed by said trust deed the sum of \$56.00

The other property conveyed by said trust deed of which Respondent got possession is all forthcoming. From Respondent's situation and circumstances are such as renders it inconvenient for him to attend to the duties of trustee and he intends to relinquish the same.

Respondent here alleges that he does not believe the said trust deed was given for the purpose of fraud as alleged in Complainant's bill but he believes that the said ^{of the} mortgage deed debts which he first preferred paying before that of Complainant's and that those debts so preferred by the grantor in the deed are those mentioned therein. Respondent has acted in good faith in the whole transaction and has complied with the restraining order granted by Judge Honan on the prayer of Complainant in said bill. ^{so far as if has been in his power so to do} And having now answered so much of said bill as he is advised it is material for him to answer pray to be hence dismissed with his costs here expended.

Attest
for Resp. S. P. Monson

Virginia

See County to wit:

This day Samuel P. Monson personally appeared before me the undersigned a Justice of the Peace in & for the County of Loudoun & made oath that the statements as set forth in the foregoing answer so far as they depend upon his own knowledge are true & that so far as they depend upon the information of others he believes them to be true. Given under my hand this 10th day of May 1859.

S. H. Deff. J. P.

S. P. Frensan

ads { answer

A. H. Fickman

To the Honorable Samuel P. Hukuson
Judge of the Circuit Court of Lee County. The
Answer of Joshua M. Fields to a bill of injunction
filed in this Honorable Court by Archibald
N. Hukuson who is trustee for John H. Tyler, against
this respondent & others

Respondent saving and reserving to himself the
benefit of all just and proper exceptions to said
bill for answer thereto doth say, That he has
no personal knowledge of the Judgment mentioned
in Complainant's bill obtained by him as trustee
aforesaid against Stephen S. Crockett & John
W. S. Morison but he presumes that the statements
in said bill in regard thereto are correct.

It is true as stated in said bill that Respondent
purchased of the said John W. S. Morison on
the 10th day of March 1853 fourteen negroes which
Respondent believes were all he had for which
negroes Respondent contracted to pay the said
Morison the sum of \$8000 and for this sum
of money Respondent on the last mentioned day exe-
cuted to the said Morison his writing obligatory
payable ninety days after its date. Some
short time after Respondent purchased said
negroes he took them to the State of Mississippi
and then sold them, and on his return
to Pattonville in Scott County where he resides
he was met by the said John W. S. Morison
in Knoxville in the State of Tennessee who
then presented to Respondent the said note
of \$8000 and demanded payment thereof, the
said note according to its face was not then
due, but as the time was only given for the

purpose of enabling Respondent to dispose of
said negroes, before he could be compelled to pay
said note he considered that he was in honor bound
to pay it as soon as demanded after the negroes
were sold. And Respondent then on the 9th day of
April 1859 in the said town of Knoxville
paid to the said John W. S. Morrison the full
amount of said note which was then handed
over to Respondent. And here Respondent states
that at the time of the payment of said note
no process relative to said injunction had been
served upon him neither had Respondent any
knowledge whatever of its existence. Indeed the
first time that Respondent properly understood of
its existence was on the 13th day of April 1859
being the same day the same process was served upon
him. Yet on the 11th day of April 1859 in the
town of Abington he was then told by Judge
Frickson that he had issued a writ against
him but Respondent did not understand the
nature thereof, and was inclined to believe that
what was said by the Judge was a "joke".
Respondent would now state (although he
deems it immaterial in this case) that before
he took said negroes out of this State, he
accepted an order given on him by the said
Morrison & payable to Ben. D. Martin which order
was for an indefinite sum of money but not
to exceed the sum of \$3000 to be paid after Respt.
returned from the State of Mississippi when
called for by the said Martin And the amount
to be paid to be endorsed on said order by the
said John W. S. Morrison. This order has

been arranged and was delivered on the
day of April 1859 to Respondent by the said
Martin. In regard to the debt of trust trans-
-ferred in said bill this Respondent has no
knowledge of its existence until the 11th day of Apr.
1859, two days after the payment of said note.
Consequently from these facts it will be apparent
to your Honor that this Respondent is not in
any wise responsible either to the claimants
under said trust debt or to complainant in
said bill of injunction. And Respondent
here re-iterates that which he has before
substantially said that at the time of
the service of the process in said injunc-
-tion upon ^{him} or at the time he first understood
of its existence, he was not then indebted
any thing to the said John W. S. Morrison.
And having now answered so much of said
bill as he is advised it is material for
him to answer prop to be hence dismissed
with his costs here expended.

Slagan
for Respt. J. M. Fields.

I Colbat L. Hugate a Commissioner in the
Circuit Court of Scott County hereby certify that
Joshua M. Fields Respt. in the foregoing answer
personally appeared before me in my County and
made oath that the statements in the foregoing
answer are true as he believes. Given under
my hand this 20th day of April 1859
C. L. Hugate Comr.

LH

Joshua M. Fields

ad Answer

A. N. Tuckerson

The deposition of Benjamin D. Martin Henry J. Morgan and others, taken pursuant to notice at the office of Peter L. Johnston in the town of Jonesville on Monday the 9th day of May 1859, which are intended to be read as evidence on behalf of A. H. Fullerson Trustee for John F. Tyler in a certain suit ^{in chancery} now pending in the circuit court of Lu. county, in which said A. H. Fullerson Trustee as aforesaid is complainant and John M. S. Morison and others are defendants.

Benjamin D. Martin a witness of lawful age being duly sworn deposes and says

On some day, during the last term of the March Court, I happened to step into the County Court Clerks Office, when J. M. S. Morison and Saml. P. Morison, were acknowledging a deed of Trust, as they said, conveying to S. P. Morison, as trustee, the property of the S. J. T. for the benefit of myself & others. And that the object of S. J. T. deed, was to prevent A. H. Fullerson from collecting a debt off S. J. T. as the security of S. J. Crockett. I replied I could nothing about their deed of trust, at that time or at some time subsequent, they S. J. or at least S. P. Morison S. J. that they intended paying their just debts first, and then if they had the property they would pay the S. J. debt.

Since the execution of S. J. Trust Saml. P. Morison, acknowledged to me, that when the Trust was given, in the presence of A. H. Morison, S. J. M. S. Morison handed him S. J. P. a copy of the \$8,000 note on Joshua Field

To hold as Trustee, to be disposed of according to the terms of said Trust.

I asked him if he did not see any wrong, in making O. P. H. A. Morrison who was acting in good faith, believe that it was the original note on Fidelity, and not a copy, he replied the word "copy" was endorsed upon the back of it, to which I said that the impression he, H. A. M. had or he had told me, was that it was the note and not a copy. He said he had acted was consequently in the matter and thus the conversation ended.

cross examined by Counsel for J. M. J. Morrison. Witness states, that he has heard J. M. J. Morrison say, that he intended paying his just debts first, and that he would not pay this because it was a security debt. unless he had property left after paying his other debts, and I believe, but am not confident, that he said he would pay it if he had the means after paying his other debts. ~~and further this deponent~~ and further this deponent saith not

Ben. D. Martin

Henry J. Morgan another witness of lawful age being duly sworn, deposes and says:

That at the time of the executing of the deed of trust referred to by the foregoing witness, John M. Morrison said, that all his just creditors were embraced in said deed, and that his object was to prevent the complainant from collecting the debt of him as the security of J. M. J. Morrison, and that he (Morrison) did not mean to pay said debt.

and further this deponent saith not. H. J. Morgan

And no other witnesses being present, the taking of these depositions is adjourned until Tuesday the 18th day of May 1859.

John D. Sharp

Commissary in Chy

Pursuant to an agreement of the parties the further taking of depositions in this case which yesterday was adjourned until the 18th of May 1859, was continued today (the 18th of May 1859) before at the Court House of Lee County, by taking first the deposition of David Poter ~~by~~ ~~James~~ ~~as follows~~ who being duly sworn deposes and says:

When I went to J. M. Morrison with the execution in favor of A. H. Fullerton's Trustee for John F. Tyler against S. Crockett & said Morrison. He remarked that when he had paid all his just debts, that if he had any ^{thing} left, he would dispose of it as he saw proper, immediately after this however he remarked, that it was a debt he did not mean to pay, and gave as his reason for so saying, saying that it was the understanding that C. Daugherty and some other responsible was to have signed the note as co-sureties, The trustee (J. P. Morrison) also stated, that this was a security debt and that they did not mean to pay it, and further this deponent saith not

J. Poter

May 10th 1859. The further taking of depositions in
this Cause is continued till tomorrow.

J. D. Sharp Commr. in Chy

Met Pursuant to adjournment. May 11th
1859.

Samuel S. Saul, another witness of lawful,
being first duly sworn deposes & says:

That on Sunday the 24th day of April last,
John M. S. Morrison left this place (Jonesville)
on horse back, going Eastward, and as I
understood to Edinville, in Scott County.

On the following ~~Th~~ Thursday it was reported
in Town that the Morrison, would not return
again to this place. That he had ^{left} the county
finally. On Friday ^{the next day} morning, a short time
before day-light, his family, except some
of Morrison took the stage in the direction
of Cumberland Gap.

About 10 o'clock on
that day, Friday, myself & Dr. James T.
Lloyd, started to Knoxville, in pursuit of
the Dr. John, having sundry claims against
him for money, from various persons of this County.
We reached Knoxville in the State of Tenn.
on the following day (Saturday) about 4 o'clock
P. M. After reaching this town we made
enquiry if the Dr. John ~~was~~ or had been there
within the last week, and at Humphrey's
Hotel we learned that a man who had
registered his name, on the Hotel Register -

as "J. L. Martine or Martin" the description
of whose person as given by the clerk of the
Hotel corresponded with that of the said Morrison,
and the Clerk told us the same man had been
there about two weeks before and had registered
his name as J. M. S. Morrison; and that he had
taken the Cars going west on the Wednesday
preceeding. We then went to the Telegraph
Office & sent a dispatch to Athens, Tenn,
55 miles distant from Knoxville, making enquiry
if J. M. S. Morrison was there or had been
there. In a few minutes we recd a reply that
he was there. (in Athens) The next morning,
we took the Cars for that place, which we
reached in a few hours. When we arrived
we found him, and arrested him. We demanded
payment of the several claims we had against
him. He swore he had no money and
would have to borrow to pay his Hotel bill. Having
him in custody we searched his person for arms
& to see if he had money too. Mr. Loyd made the search
& discovered that he had a large amount of money
around his body. When Mr. Loyd told him he
had died, and he replied he did have some Charles'
(his son's) money. We then took him on the Cars
& went to the Town of Bristol, in the County
of Washington Virginia. He still refused
to pay any of the claims we had against him.
We arrested him again ~~in~~ ^{at} where he proposed
paying us a portion of the ~~debts~~ ^{with}, and we
agreed upon a compromise, when he paid us
one thousand dollars on our claims, ^{with} the expenses
we had been at. He had about ~~two~~ ^{two} thousand
dollars more, all in gold. We then returned
to Knoxville in company with him.

At Russellville, between Bristol & Knoxville
we met with Morrison's family, who had been
retained on the road from Cumberland Gap
to Russellville, by the breaking down of the
Stage, as they stated. We all went on to
Knoxville & they continued on the train west,
when we returned home. ~~For~~ ^{The} part of the
claim of P. M. was paid us. ~~And further~~
we did not have his claim. And further that
deponent saith not.

Samuel L. Saul

Virginia Lee County to wit,

I certify that the foregoing depositions of Benjn
D. Martin, Henry J. Morgan and Samuel L. Saul were
legally taken sworn to & subscribed before me, Commissioner
in person and to notice, here with filed
in my office on Monday, May 9th 1859, and continued by
adjournment from day to day, till Wednesday
the 11th May 1859, when and at which place they were
completed. Given under my hand this 11th May 1859.
John D. Sharp, Commissioner
in Chancery.

A. H. Fulkerson Jr

vs } Deposition

J. M. S. Merison & al

Received of the court before
Whom they were taken
May 11th 1859

H. J. Morgan, P. C.

John W. S. Morison, & Samuel P. Morison,

Take notice that on 9th day of May 1859 (this day) at the Office of Peter C. Johnston, in the Town of Jonesville, I will proceed to take the depositions of Benjamin D. Martin & others - which are intended to be read as evidence in my behalf in a suit in Chancery depending in the Circuit Court of Lee County wherein I as Trustee for John F. Tyler am complainant, and you and Joshua M. Fields are defendants; if necessary, the proceedings will be adjourned from day to day till all shall be taken.

May 9th 1859.

Arch: H. Fulkerson
Trustee &c.

I acknowledge the legal service of
this notice May 7th 1859

P. Hagar.
att. for Geo. W. S. Morison

I acknowledge the legal service of
this notice. May 9th 1859 -

S. F. Morison

Virginia

At a Court of quarter Sessions Continued and held for
Lee County at the court house thereof on Friday the
25th day of March 1859

A H. Fullerson Trustee for John F. Tyley Plf } In Debt
against
Stephen S. Crockett and John W. Morrison Defs }

The defendants not appearing it is considered by the court
that the plaintiff recover against the defendants \$1000.00
the amt in the declaration mentioned with legal interest
thereon from the 18th day of January 1858 till paid and
the cost, subject to a credit of \$100.00 paid the 18th day
of January 1859

A Copy Dated

H. Morgan, C. C.

2 261
a 250
2 100
7 11

A. H. Fulkerson, Trustee &c.

5. } Copy of Judget.

Crockett & Morrison

(A.)

filed chs 177

March Term 1859

Plummer Kemp & Town vs. J. W. S. Morison. Jud. for \$407.80.
with legal interest from the 5th Nov. 1855. Subject to the
following credits \$100. paid 5th Nov. 1855. \$129.20. paid 23rd.
Nov. 1855. \$86.40. paid 7th April 1856.

Martin & Cook Plts vs John W. S. Morison Deft Jud. for \$55.69
with legal interest. Thru from the 1st January 1847.

David Miller vs John W. S. Morison Judgement for \$19.72
with legal interest from the 24th day March 1859.

Robt P. Hamblin for & vs. John W. S. Morison Jud. for \$100.00
with interest from 1st January 1858.

George A. Warden & Co vs John W. S. Morison - Jud. for \$90.00
with interest from 1st May 1856.

Tyler & Miles vs J. W. S. Morison Judgement for \$119.56
interest from 31st March 1851 -

E. B. Long & Co vs. John W. S. Morison Judgement for \$193.65
with interest from the 1st May 1856.

George Walford vs. J. W. S. Morison Judgt for \$300.
with interest from Nov 29th 1854 ler By \$75.00 Decr 1st 1854

A. H. Fulkerson Trustee vs J. W. S. Morison & Ed Bishop Jud for \$20000
with int from 17th April 1854 ler By \$1200. 17th Apr. 1855

Edmund Nymn vs. J. W. S. Morison Jud. for \$65.00
and 26th Decr. 1856.

Same vs Same Judgement for \$131.25
with interest from 23rd Sept 1854 on By \$69.24. 1856

Same vs Same Judgt for \$26.82
with interest from the 7th December 1841

Test H. J. Morgan, Ck

A. H. Fulkerson Trustee &c.

vs. } List of Judgments.

Crockett & Morison

(C.)

Know all men by these presents, that we, Archelaus H. Fulkerson and Peter C. Johnston are held and firmly bound to John W. S. Morison in the just and full sum of \$2000.00 to the payment whereof well and truly to be made to the said Morison, his executors, administrators, or assigns, we bind ourselves jointly & severally, our joint & several heirs, executors, & administrators, firmly by these presents, if default shall be made in the condition underwritten: Sealed with our seals, and dated this 4th day of April, 1859.

The condition of the above obligation is such, that whereas the said Archelaus H. Fulkerson as trustee for John F. Tyler has obtained from the Judge of the Circuit Court of Lee County an injunction by his bill in Chancery filed in said Court to restrain the defendant Joshua Fields from paying over or otherwise disposing of the sum of \$1300.00 a part of the sum of \$8000.00 in the bill mentioned, & to restrain the defendant Benjamin D. Martin from paying over or otherwise disposing of the sum of \$600.00 a part of the sum of \$3000.00 in the bill mentioned, & to restrain the defendant Samuel P. Morison from paying over or otherwise disposing of so much of the proceeds of the debts & claims in the deed of trust in the bill mentioned as will be sufficient to pay the complainant's judgment, interest, & costs in the bill mentioned, until the further order of the said Court; Now, therefore, if the said Archelaus H. Fulkerson trustee as aforesaid shall pay all such costs as may be awarded against him in the said cause, and all such damages as shall be incurred in case the said injunction shall be dissolved, then the above obligation is to be void — otherwise, to remain in full force.

A. H. Fulkerson
P. C. Johnston.

Seal

Seal

A. H. Tucker

vs { Injunction Bond

J. W. S. Morison & others

Bond executed 4th of April
1859.

The Commonwealth of Virginia,

TO THE SHERIFF OF LEE COUNTY—Greeting:

WE COMMAND YOU TO SUMMON

*John W. Morison, Samuel P. Morison Trustees
Joshua M. Fields and Benjamin D. Martin*

to appear before the Judge of our Circuit Court for Lee county, at the Court House, *on the 1st Monday in
May 1859* — — — — — to answer

a bill in Chancery exhibited in our said Court against *them* by *Archelaus H. Fulkerson,
Trustee for John F. Tyler*

And have then there this writ. WITNESS, *Richard M. Hamblin*
~~JOHN W. MORISON~~, Clerk of our said Court, at the Court House,
this *4th* day of *April* 1859, in the *83rd* year of the Commonwealth.

H. Morgan D.C.

The object of this suit is to restrain the defendant Fields from paying over or otherwise disposing of the sum of \$1300: a part of the \$8000: debt in the bill mentioned, and to restrain the defendant Martin from paying over or otherwise disposing of the sum of \$600: a part of the \$3000: in the bill mentioned, and to restrain the defendant Samuel P. Morison from paying over or otherwise disposing of so much of the proceeds of the debts & claims in the deed of trust, in the bill mentioned as will be sufficient to pay the complainant's judgment, interest and costs in the bill mentioned, until the further order of the court; Bond with approved security, having been executed, in the penalty of \$2000. with condition as the law directs.

Teste H. Morgan D.C.

Attest: The Clerk of the Court

10 } Spain City

10 } W. Morison et al

May Rules 1859

April 13 1859

Exhibited on

Joshua Fields John

W. Morison and

Samuel P. Morison by

delivering to each a

true copy of the within

the other defendant (Martin

having acknowledged the

service,

J. A. Hall D.C.

Oct. 177

of defendant's legal service on the within
 Apr. 4 - 1859
 Ben. J. H. Allen